UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

KRISTY GRAY, Plaintiff, – against – REGENERON PHARMACEUTICALS, INC., MICHAEL KAPLAN and RICHARD A. MONTANARO, Defendants.	:	**ECF CASE** 09-CV-8575 (SCR) (LMS) **ANSWER TO FIRST AMENDED COMPLAINT AND JURY DEMAND**

Defendants Regeneron Pharmaceuticals, Inc. ("Regeneron"), Michael Kaplan ("Kaplan") and Richard A. Montanaro ("Montanaro") (collectively referred to as "Defendants"), by their attorneys, Epstein Becker & Green, P.C., for their Answer to the First Amended Complaint and Jury Demand ("Amended Complaint") of Plaintiff Kristy Gray ("Plaintiff" or "Gray"), state as follows:

AS TO "NATURE OF THE CLAIM"

1. Defendants deny the allegations set forth in paragraph 1 of the Amended Complaint, except admit that Plaintiff purports to proceed as set forth therein.

2. Defendants deny the allegations set forth in paragraph 2 of the Amended Complaint, except admit that Plaintiff purports to proceed as set forth therein.

AS TO "THE PARTIES"

3. Defendants deny having knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 3 of the Amended Complaint, and therefore

deny same, except admit that Plaintiff was 23 years of age during her employment with Regeneron and is a Citizen of the United States.

4. Defendants admit the allegations set forth in paragraph 4 of the Amended Complaint.

5. Defendants admit the allegations set forth in paragraph 5 of the Amended Complaint.

6. Defendants admit the allegations set forth in paragraph 6 of the Amended Complaint.

7. Defendants admit the allegations set forth in paragraph 7 of the Amended Complaint.

8. Defendants admit the allegations set forth in paragraph 8 of the Amended Complaint.

9. Defendants admit the allegations set forth in paragraph 9 of the Amended Complaint.

10. Defendants admit the allegations set forth in paragraph 10 of the Amended Complaint.

AS TO "JURISDICTION AND VENUE"

11. Defendants deny the allegations set forth in paragraph 11 of the Amended Complaint, except admit that Plaintiff attempts to assert jurisdiction as set forth therein.

12. Defendants admit that venue is proper as set forth in paragraph "12" of the Amended Complaint, but deny any wrongdoing or any alleged improper treatment giving rise to venue in this District.

13. Defendants admit the allegations set forth in paragraph "13" of the Amended Complaint.

AS TO "STATEMENT OF FACTS"

14. Defendants deny the allegations set forth in paragraph 14 of the Amended Complaint, except admit that Plaintiff was employed as an Administrative Assistant for Regeneron from February 4, 2008 until November 14, 2008.

15. Defendants deny the allegations set forth in paragraph 15 of the Amended Complaint, except admit that from February 2008 through mid-September 2008, Plaintiff reported to Kaplan and from mid-September through November 14, 2008, Plaintiff reported to Joanne Deyo ("Deyo"), Regeneron's Vice President, Facilities.

16. Defendants deny the allegations set forth in paragraph 16 of the Amended Complaint.

17. Defendants deny the allegations set forth in paragraph 17 of the Amended Complaint.

18. Defendants deny the allegations set forth in paragraph 18 of the Amended Complaint.

19. Defendants deny the allegations set forth in paragraph 19 of the Amended Complaint, except admit that on February 13, 2008, Plaintiff worked until 7:00 p.m.

20. Defendants deny the allegations set forth in paragraph 20 of the Amended Complaint.

21. Defendants deny the allegations set forth in paragraph 21 of the Amended Complaint, except admit that Kaplan may have used the word "connection" during a conversation with Plaintiff.

22. Defendants deny the allegations set forth in paragraph 22 of the Amended Complaint, except admit that Kaplan spoke about these topics in response to Plaintiff's comments about her personal life.

23. Defendants deny the allegations set forth in paragraph 23 of the Amended Complaint.

24. Defendants deny the allegations set forth in paragraph 24 of the Amended Complaint, except admit that on February 20, 2008 Plaintiff worked until 8:30 p.m.

25. Defendants deny the allegations set forth in paragraph 25 of the Amended Complaint.

26. Defendants deny the allegations set forth in paragraph 26 of the Amended Complaint.

27. Defendants deny the allegations set forth in paragraph 27 of the Amended Complaint, except admit that on or about February 22, 2008 there was a snow storm and Plaintiff called Kaplan to advise that she would not be coming to work.

28. Defendants deny the allegations set forth in paragraph 28 of the Amended Complaint, except admit that Kaplan returned Plaintiff's telephone call.

29. Defendants admit the allegations set forth in paragraph 29 of the Amended Complaint, except deny having knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 29 of the Amended Complaint as to the reasons why Plaintiff declined Kaplan's offer, and therefore deny same.

30. Defendants admit the allegations set forth in paragraph 30 of the Amended Complaint.

31. Defendants deny the allegations set forth in paragraph 31 of the Amended Complaint.

32. Defendants deny the allegations set forth in paragraph 32 of the Amended Complaint.

33. Defendants deny the allegations set forth in paragraph 33 of the Amended Complaint.

34. Defendants deny the allegations set forth in paragraph 34 of the Amended Complaint.

35. Defendants deny the allegations set forth in paragraph 35 of the Amended Complaint.

36. Defendants deny the allegations set forth in paragraph 36 of the Amended Complaint.

37. Defendants deny the allegations set forth in paragraph 37 of the Amended Complaint, except deny having knowledge or information sufficient to form a belief as to the accuracy of the quoted statements attributed to Kaplan as set forth in paragraph 37 of the Amended Complaint, and therefore deny same.

38. Defendants deny the allegations set forth in paragraph 38 of the Amended Complaint.

39. Defendants admit the allegations set forth in paragraph 39 of the Amended Complaint.

40. Defendants deny the allegations set forth in paragraph 40 of the Amended Complaint, except admit that Plaintiff did not consider the nickname “Pebbles” offensive.

41. Defendants deny the allegations set forth in paragraph 41 of the Amended Complaint.

42. Defendants deny the allegations set forth in paragraph 42 of the Amended Complaint.

43. Defendants deny the allegations set forth in paragraph 43 of the Amended Complaint.

44. Defendants deny the allegations set forth in paragraph 44 of the Amended Complaint.

45. Defendants deny the allegations set forth in paragraph 45 of the Amended Complaint.

46. Defendants deny the allegations set forth in paragraph 46 of the Amended Complaint.

47. Defendants admit the allegations set forth in paragraph 47 of the Amended Complaint. Defendants also respectfully refer the Court to the e-mail from Kaplan to Plaintiff, which document speaks for itself.

48. Defendants deny the allegations set forth in paragraph 48 of the Amended Complaint.

49. Defendants deny the allegations set forth in paragraph 49 of the Amended Complaint.

50. Defendants deny the allegations set forth in paragraph 50 of the Amended Complaint, except deny having knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 50 of the Amended Complaint as to the comments allegedly made by Plaintiff's coworkers, and therefore deny same.

51. Defendants deny the allegations set forth in paragraph 51 of the Amended Complaint.

52. Defendants deny the allegations set forth in paragraph 52 of the Amended Complaint, except admit that Plaintiff did inquire about half-day Fridays and was informed that the duties of her position required her to be at work for the full day.

53. Defendants deny the allegations set forth in paragraph 53 of the Amended Complaint.

54. Defendants deny the allegations set forth in paragraph 54 of the Amended Complaint, except admit that a conversation took place among Kaplan, Deyo and Plaintiff, the subject of which was half-day Fridays.

55. Defendants deny the allegations set forth in paragraph 55 of the Amended Complaint.

56. Defendants admit the allegations set forth in paragraph 56 of the Amended Complaint.

57. Defendants deny the allegations set forth in paragraph 57 of the Amended Complaint.

58. Defendants deny the allegations set forth in paragraph 58 of the Amended Complaint.

59. Defendants deny the allegations set forth in paragraph 59 of the Amended Complaint.

60. Defendants deny the allegations set forth in paragraph 60 of the Amended Complaint, except admit that on September 4, 2008, Plaintiff met with Kaplan and Nicole Pizzuto ("Pizzuto") of Regeneron's Human Resources Department.

61. Defendants deny the allegations set forth in paragraph 61 of the Amended Complaint, except admit that on September 1, 2008, Plaintiff emailed Kaplan and informed him that she was going to need to come in to work that day to work on a computer project. Defendants also respectfully refer the Court to the e-mail from Plaintiff to Kaplan, which document speaks for itself.

62. Defendants admit the allegations set forth in paragraph 62 of the Amended Complaint. Defendants also respectfully refer the Court to the e-mail from Kaplan to Plaintiff, which document speaks for itself.

63. Defendants admit the allegations set forth in paragraph 63 of the Amended Complaint. Defendants also respectfully refer the Court to the e-mails from Plaintiff to Kaplan and from Kaplan to Plaintiff, which documents speak for themselves.

64. Defendants admit the allegations set forth in paragraph 64 of the Amended Complaint. Defendants also respectfully refer the Court to the e-mail from Kaplan to Plaintiff, which document speaks for itself.

65. Defendants deny the allegations set forth in paragraph 65 of the Amended Complaint, except deny having knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 65 of the Amended Complaint as to whether Plaintiff informed Michael Tramaglini ("Tramaglini") of Kaplan's comments and whether

Tramiglini was upset, and therefore deny same, admit that Tramaglini sent an email to Kaplan, Plaintiff and Jerry LaBadia containing the quoted statements. Defendants also respectfully refer the Court to the e-mail from Tramaglini to Kaplan, Plaintiff and LaBadia, which document speaks for itself.

66. Defendants deny the allegations set forth in paragraph 66 of the Amended Complaint.

67. Defendants deny the allegations set forth in paragraph 67 of the Amended Complaint, except deny having knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 67 of the Amended Complaint as to whether the meeting regarding these emails made Plaintiff extremely uncomfortable, and therefore deny same.

68. Defendants deny the allegations set forth in paragraph 68 of the Amended Complaint.

69. Defendants deny the allegations set forth in paragraph 69 of the Amended Complaint.

70. Defendants deny the allegations set forth in paragraph 70 of the Amended Complaint, except admit that on or about September 5, 2008, Plaintiff complained to Stuart Kolinski regarding an alleged comment by Kaplan.

71. Defendants deny the allegations set forth in paragraph 71 of the Amended Complaint, except admit that Plaintiff informed Montanaro about her complaints regarding Kaplan's alleged conduct.

72. Defendants deny the allegations set forth in paragraph 72 of the Amended Complaint.

73. Defendants deny the allegations set forth in paragraph 73 of the Amended Complaint, except admit that Pizzuto did express to Montanaro that she was confused as to why she was asked to sit in on the meeting with Kaplan and Plaintiff.

74. Defendants deny the allegations set forth in paragraph 74 of the Amended Complaint, except admit that Montanaro told Plaintiff that he would look into her complaints and that the results of the investigation were inconclusive and that Plaintiff was informed of this conclusion by Montanaro.

75. Defendants deny the allegations set forth in paragraph 75 of the Amended Complaint.

76. Defendants deny the allegations set forth in paragraph 76 of the Amended Complaint, except admit that Plaintiff requested a transfer.

77. Defendants deny the allegations set forth in paragraph 77 of the Amended Complaint, except admit that on or about September 15, 2008, Plaintiff was reassigned to work under Deyo’s supervision.

78. Defendants deny the allegations set forth in paragraph 78 of the Amended Complaint, except admit that Plaintiff informed Montanaro that she had written notes of the alleged conduct by Kaplan.

79. Defendants deny having knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 79 of the Amended Complaint, and therefore deny same.

80. Defendants deny the allegations set forth in paragraph 80 of the Amended Complaint, except admit that Plaintiff did show Montanaro a copy of what she claimed were her notes.

81. Defendants deny the allegations set forth in paragraph 81 of the Amended Complaint.

82. Defendants deny the allegations set forth in paragraph 82 of the Amended Complaint, except deny having knowledge or information sufficient to form a belief as to the accuracy of the quoted statement attributed to Kaplan as set forth in paragraph 82 of the Amended Complaint, and therefore deny same.

83. Defendants deny the allegations set forth in paragraph 83 of the Amended Complaint.

84. Defendants deny the allegations set forth in paragraph 84 of the Amended Complaint.

85. Defendants admit the allegations set forth in paragraph 85 of the Amended Complaint. Defendants also respectfully refer the Court to the September 24, 2008 e-mails from Kaplan to Plaintiff and Plaintiff to Kaplan, which documents speak for themselves.

86. Defendants deny the allegations set forth in paragraph 86 of the Amended Complaint. Defendants also respectfully refer the Court to the September 24, 2008 e-mails from Kaplan to Plaintiff and Plaintiff to Kaplan, which documents speak for themselves.

87. Defendants deny the allegations set forth in paragraph 87 of the Amended Complaint, except admit that Plaintiff wrote Kaplan an email including the word "ridiculous," and in response, Kaplan wrote an email containing the phrase, "I didn't start the ridiculousness." Defendants also respectfully refer the Court to the e-mails from Plaintiff to Kaplan and Kaplan to Plaintiff, which documents speak for themselves.

88. Defendants deny the allegations set forth in paragraph 88 of the Amended Complaint, except admit that Plaintiff sent an email to Kaplan stating that "There is no reason for this harassment." Defendants also respectfully refer the Court to the e-mail from Plaintiff to Kaplan, which document speaks for itself.

89. Defendants deny the allegations set forth in paragraph 89 of the Amended Complaint, except admit that Deyo was copied on these emails.

90. Defendants deny the allegations set forth in paragraph 90 of the Amended Complaint.

91. Defendants deny the allegations set forth in paragraph 91 of the Amended Complaint, except admit that Plaintiff and Deyo did have a conversation concerning Plaintiff's complaints regarding Kaplan's alleged conduct, and deny having knowledge or information sufficient to form a belief as to the accuracy of the quoted statements attributed to Deyo as set forth in paragraph 91 of the Amended Complaint, and therefore deny same.

92. Defendants deny the allegations set forth in paragraph 92 of the Amended Complaint.

93. Defendants deny the allegations set forth in paragraph 93 of the Amended Complaint.

94. Defendants deny the allegations set forth in paragraph 94 of the Amended Complaint.

95. Defendants deny the allegations set forth in paragraph 95 of the Amended Complaint, except admit that Plaintiff complained to Montanaro regarding Kaplan's alleged conduct and that Plaintiff requested a transfer.

96. Defendants deny the allegations set forth in paragraph 96 of the Amended Complaint, except admit that Montanaro did have discussions with Plaintiff in the context of her complaints to him regarding Kaplan's alleged conduct, and deny having knowledge or information sufficient to form a belief as to the accuracy of the quoted statements attributed to Montanaro as set forth in paragraph 96 of the Amended Complaint, and therefore deny same.

97. Defendants deny the allegations set forth in paragraph 97 of the Amended Complaint.

98. Defendants deny having knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 98 of the Amended Complaint, and therefore deny same.

99. Defendants deny the allegations set forth in paragraph 99 of the Amended Complaint.

100. Defendants deny the allegations set forth in paragraph 100 of the Amended Complaint.

101. Defendants deny the allegations set forth in paragraph 101 of the Amended Complaint, except admit that Plaintiff did complain to Montanaro regarding an exchange between Kaplan and other employees regarding a request to repair a microwave.

102. Defendants deny the allegations set forth in paragraph 102 of the Amended Complaint, except admit that on or about November 4, 2008, Plaintiff received a written Performance Evaluation.

103. Defendants deny the allegations set forth in paragraph 103 of the Amended Complaint, except admit that Plaintiff received an overall performance rating of "Key Contributor – minus" on her November 4, 2008 Performance Evaluation. Defendants also respectfully refer the Court to Plaintiff's November 4, 2008 Performance Evaluation, which document speaks for itself.

104. Defendants deny the allegations set forth in paragraph 104 of the Amended Complaint, except admit that in her November 4, 2008 Performance Evaluation it was noted that Plaintiff had limited math skills and that "her writing skills were basic, and her verbal communications tend to be quite abrupt." Defendants also respectfully refer the Court to Plaintiff's November 4, 2008 Performance Evaluation, which document speaks for itself.

105. Defendants deny the allegations set forth in paragraph 105 of the Amended Complaint, except admit that it is noted on Plaintiff's Performance Evaluation that "much of the content on this evaluation was developed with input from her previous supervisor. . ." and that ". . . due to the needs of the business, we may need to further redesign her role to return some of the tasks that may require interaction with her previous supervisor and his Engineering Group." Defendants also respectfully refer the Court to Plaintiff's November 4, 2008 Performance Evaluation, which document speaks for itself.

106. Defendants deny the allegations set forth in paragraph 106 of the Amended Complaint.

107. Defendants deny the allegations set forth in paragraph 107 of the Amended Complaint.

108. Defendants deny the allegations set forth in paragraph 108 of the Amended Complaint.

109. Defendants deny having knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 109 of the Amended Complaint, and therefore deny same, except admit that Plaintiff reported to work on November 5 and 6, 2008.

110. Defendants deny the allegations set forth in paragraph 110 of the Amended Complaint, except admit that during her meeting with Montanaro on November 6, 2008, Plaintiff offered to work under Kaplan's supervision.

111. Defendants deny the allegations set forth in paragraph 111 of the Amended Complaint, except deny having knowledge or information sufficient to form a belief as to the

accuracy of the quoted statement attributed to Montanaro as set forth in paragraph 111 of the Amended Complaint, and therefore deny same.

112. Defendants deny the allegations set forth in paragraph 112 of the Amended Complaint, except admit that during Plaintiff's conversation with Montanaro on November 6, 2008, Plaintiff offered to work under Kaplan's supervision.

113. Defendants deny the allegations set forth in paragraph 113 of the Amended Complaint.

114. Defendants deny the allegations set forth in paragraph 114 of the Amended Complaint.

115. Defendants deny the allegations set forth in paragraph 115 of the Amended Complaint.

AS TO THE "FIRST CAUSE OF ACTION
Hostile Work Environment Sexual Harassment; Sexual Discrimination"

116. In response to paragraph 116 of the Amended Complaint, Defendants repeat and reallege their responses to paragraphs 1 through 115 of the Amended Complaint as if set forth fully herein.

117. Defendants deny the allegations set forth in paragraph 117 of the Amended Complaint.

118. Defendants deny the allegations set forth in paragraph 118 of the Amended Complaint.

AS TO THE "SECOND CAUSE OF ACTION
Aiding and Abetting Sex Discrimination and Sexual Harassment"

119. In response to paragraph 119 of the Amended Complaint, Defendants repeat and reallege their responses to paragraphs 1 through 118 of the Amended Complaint as if set forth fully herein.

120. Defendants deny the allegations set forth in paragraph 120 of the Amended Complaint.

121. Defendants deny the allegations set forth in paragraph 121 of the Amended Complaint.

AS TO THE "THIRD CAUSE OF ACTION
Retaliation"

122. In response to paragraph 122 of the Amended Complaint, Defendants repeat and reallege their responses to paragraphs 1 through 121 of the Amended Complaint as if set forth fully herein.

123. Defendants deny the allegations set forth in paragraph 123 of the Amended Complaint.

124. Defendants deny the allegations set forth in paragraph 124 of the Amended Complaint.

AS TO THE "FOURTH CAUSE OF ACTION
Intentional Infliction of Emotional Distress"

125. In response to paragraph 125 of the Amended Complaint, Defendants repeat and reallege their responses to paragraphs 1 through 124 of the Amended Complaint as if set forth fully herein.

126. Defendants deny the allegations set forth in paragraph 126 of the Amended Complaint.

127. Defendants deny the allegations set forth in paragraph 127 of the Amended Complaint.

128. To the extent that any allegation is made or implied in the WHEREFORE clause of the Amended Complaint, Defendants deny those allegations.

AFFIRMATIVE AND OTHER DEFENSES

FIRST DEFENSE

129. The Amended Complaint fails, in whole or in part, to state a claim upon which relief can be granted.

SECOND DEFENSE

130. Insofar as Plaintiff purports to allege a claim or claims for physical or emotional distress, including claims for recovery of any medical expenses thereby incurred, said claims are barred by the exclusive remedy provisions of the applicable Workers' Compensation Laws.

THIRD DEFENSE

131. Plaintiff is not entitled to recover punitive damages because Defendants did not engage in any discriminatory and/or harassing practice, or other alleged wrongful conduct, with malice or reckless indifference to Plaintiff's rights.

FOURTH DEFENSE

132. At all times relevant hereto, Defendant Regeneron had a strict policy against discrimination (including harassment and retaliation) in the workplace, which policy was well known to employees, including Plaintiff. Plaintiff unreasonably failed to take advantage of the

preventative or corrective opportunities provided for therein, and her failure to do so is responsible in whole or part for any and all of her alleged damages.

FIFTH DEFENSE

133. All actions taken with regard to Plaintiff were taken in good faith, for reasonable and legitimate business reasons, and were based on lawful, nondiscriminatory factors, and based on standards which are job related and consistent with business necessity.

SIXTH DEFENSE

134. Plaintiff's claims are barred, in whole or part, by the applicable statutes of limitations.

SEVENTH DEFENSE

135. Plaintiff's claims are barred, in whole or in part, by her failure to mitigate her alleged damages, if any.

EIGHTH DEFENSE

136. Defendants may have additional defenses that cannot now be articulated due to the generality of Plaintiff's pleadings and the fact that discovery has not yet concluded. Accordingly, Defendants reserve the right to supplement the foregoing and to raise additional defenses as may appear as the case progresses.

WHEREFORE, Defendants Regeneron, Kaplan and Montanaro respectfully request that the Court:

(a) Dismiss Plaintiff's Amended Complaint in its entirety with prejudice;

(b) Deny each and every prayer for relief set forth in Plaintiff's WHEREFORE clause;

(c) Award Defendants their attorneys' fees and costs; and

(d) Award Defendants such other and further relief as the Court deems equitable and just.

Dated: New York, New York
May 25, 2010

EPSTEIN BECKER & GREEN, P.C.

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